

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	U.S. Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cott Beverages Inc.		03/31/2008	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Collateral Agent
Street Address:	200 Bay Street, Suite 1800, Royal Bank Plaza, South Tower
Internal Address:	c/o JPMorgan Chase Bank, N.A., Toronto Branch
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2J2
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 102

Property Type	Number	Word Mark
Registration Number:	3329898	AFTERSHOCK
Registration Number:	1840794	ALASKAN FALLS
Registration Number:	1856389	ALASKAN FALLS
Registration Number:	1753371	ALASKAN FALLS
Registration Number:	1776022	AMERICAN CLASSIC
Registration Number:	2926470	AQUA MIST
Registration Number:	2919483	BROWN BARREL
Registration Number:	2356463	CITY CLUB
Registration Number:	1959704	CLEAR CHOICE
Registration Number:	2987134	CLEAR CHOICE PREMIUM SELTZER
Registration Number:	3336604	CONDITION
Registration Number:	749859	COTT
Registration Number:	3346151	COTT

CH \$2565.00 3329898

Registration Number:	679364	COTT
Registration Number:	540457	COTT
Registration Number:	2957804	DAFFY DOZEN
Registration Number:	2911442	DR. DUCK
Registration Number:	2186730	DR. STRIPES
Registration Number:	2237271	DR. VESS
Registration Number:	2650145	FIRST SQUEEZE
Registration Number:	2229432	FREEDOM FROM THIRST
Registration Number:	3389406	FREEFALL
Registration Number:	1956754	FRUIT MIST
Registration Number:	3134313	FRUIT MIST
Registration Number:	3098606	GRID IRON GRAPE
Registration Number:	3004801	HOUSE OF COTT
Registration Number:	1507436	IT'S COTT TO BE GOOD!
Registration Number:	2261661	LOTSA SUNSHINE
Registration Number:	2285500	LOTSA'
Registration Number:	2221781	LOTSA COUNTRY GOLD
Registration Number:	2093017	LOTSA' DR POP
Registration Number:	2717975	MOUNTAIN FIZZ
Registration Number:	2656791	MOUNTAIN SHOWER
Registration Number:	2196482	MOUNTAIN STARS
Registration Number:	2186356	MOUNTAIN TWIST
Registration Number:	2384195	MOUNTAIN YELLER
Registration Number:	1781653	MR. FIZZ
Registration Number:	3383317	OOLONG JAHINI TEA
Registration Number:	3098607	PLAY MAKER
Registration Number:	3331023	RED RAIN
Registration Number:	3129255	SO CLEAR
Registration Number:	2713932	STARS & STRIPES
Registration Number:	2495194	STARS & STRIPES
Registration Number:	2267551	STARS UP
Registration Number:	1551198	SUNNY-ISLE
Registration Number:	2535068	SUPER FRUIT
Registration Number:	1486407	THIRSTY? JUST WHISTLE
Registration Number:	1335803	TOP POP

Registration Number:	1510360	TOP POP
Registration Number:	1285484	TOP POP
Registration Number:	1473397	TOP TEA
Registration Number:	555776	VESS
Registration Number:	1091057	VINTAGE
Registration Number:	1273007	VINTAGE
Registration Number:	110004	WHISTLE
Registration Number:	3383319	YADUMO BLACK TEA
Serial Number:	77171286	A BETTER FIT FOR AN ACTIVE LIFE
Serial Number:	78934655	ASIAN EMPORIUM TEA CO.
Serial Number:	77252328	BARE ALL
Serial Number:	77216615	BARE ALL
Serial Number:	77252322	BARE ALL
Serial Number:	77216621	BARE ALL
Serial Number:	77128555	BOMBSHELL
Serial Number:	77275017	BRIGHT WAVE
Serial Number:	78668776	CRYSTAL FRUIT
Serial Number:	77358400	
Serial Number:	77262963	DRINK TWICE DAILY
Serial Number:	77320421	ECO-SMART
Serial Number:	77320411	ECO-STAR
Serial Number:	77367665	EMERGE
Serial Number:	77276186	EMERGE
Serial Number:	77295362	EMERGE INTO A BETTER LIFE
Serial Number:	77096975	ENJOY LIFE'S POSSIBILI-TEAS
Serial Number:	78569563	FLAVOR MIST
Serial Number:	77140494	FOLLOW THE LITER
Serial Number:	77358415	FORTIFIDO
Serial Number:	77038731	FRUITMOTIONS
Serial Number:	78949711	GL-7
Serial Number:	77007907	GL-CORE
Serial Number:	77007921	GL-FIT
Serial Number:	77057966	GLFIT
Serial Number:	77096987	GO LONGER WITH GL-7
Serial Number:	78930823	GREAT ORIENT

Serial Number:	77086590	GRIM REAPER
Serial Number:	78934682	INDIAN EMPORIUM TEA CO.
Serial Number:	77075042	INKED
Serial Number:	78934619	JASMINE SUMANA TEA
Serial Number:	77308874	MISTAYA
Serial Number:	78714773	NATURAL REFRESHMENT IS SO CLEAR
Serial Number:	78930813	ORIENT EMPORIUM TEA CO.
Serial Number:	77295170	OZMOZ
Serial Number:	77243331	RATIO WATER
Serial Number:	78934720	ROOIBOS TEREMA TEA
Serial Number:	78714781	SIGNATURE CAFÉ
Serial Number:	77161804	SORA
Serial Number:	77231147	SPARKLING HEALTH
Serial Number:	77096981	STALK THE NIGHT
Serial Number:	77201071	SUPER FRUITS
Serial Number:	77161800	SURYA
Serial Number:	77201068	THE TASTE OF LONGEVITY
Serial Number:	77232323	V-HEALTH
Serial Number:	77231160	WHAT'S YOUR STORY?

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: mmcguire@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Elaine D. Ziff, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 139900-569

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Elaine D. Ziff

TRADEMARK

Signature:	/eziff/
Date:	04/09/2008
Total Attachments: 8 source=Document#page1.tif source=nyc3-635377-2#page1.tif source=nyc3-635377-2#page2.tif source=nyc3-635377-2#page3.tif source=nyc3-635377-2#page4.tif source=nyc3-635377-2#page5.tif source=nyc3-635377-2#page6.tif source=nyc3-635377-2#page7.tif	

U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2008, is between Cott Beverages Inc., a Georgia corporation located at 5519 West Idlewild Avenue, Tampa, Florida 33634-8016 (the "Grantor"), and JPMorgan Chase Bank, N.A., acting in the capacity of Administrative Collateral Agent for Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Collateral Agent").

RECITALS:

The Grantor, Cott Corporation (the "Company"), Cott Beverages Limited (the "UK Borrower," and together with the Company and the Grantor, collectively the "Borrowers"), the other Loan Parties, the Administrative Collateral Agent, JPMorgan Chase Bank, N.A., London Branch, in its capacity as UK Security Trustee, the Lenders party thereto and certain other parties thereto are entering into a Credit Agreement, dated as of March 31, 2008 (as it may be amended or modified from time to time, the "Credit Agreement").

The Grantor is also entering into a U.S. Pledge and Security Agreement, dated as of March 31, 2008 (the "Security Agreement"), by and among the Grantor, the subsidiaries of the Company party thereto and the Administrative Collateral Agent, in order to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement. Pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Administrative Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined below), in each case whether now owned by or owing to, or hereafter acquired by or arising in favor of, the Grantor (including under any trade name or derivatives thereof) and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Security Agreement); and

Pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

ACCORDINGLY, the Grantor and the Administrative Collateral Agent, on behalf of the Lenders, hereby agree as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby pledges, assigns, and grants to the Administrative Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following Collateral, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of, the Grantor,

and wherever located (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance in full when due, of the Secured Obligations:

(a) all trademarks (including service marks), trade names, trade dress and trade styles, internet domain names and other source identifiers, and the registrations and applications for registration thereof including, but not limited to, the U.S. registered trademarks and servicemarks and the U.S. trademarks and service marks applications set forth on Schedule I hereto and the goodwill of the business symbolized by the foregoing;

(b) all licenses of the foregoing, whether as licensee or licensor;

(c) all renewals of the foregoing;

(d) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof;

(e) all rights to sue for past, present and future infringements of the foregoing;

(f) all rights corresponding to any of the foregoing throughout the world.

(g) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

Notwithstanding the foregoing, the Trademark Collateral shall not include any application for registration of a Trademark which was filed in the United States Patent and Trademark Office on the basis of the Grantor's "intent to use" such Trademark, unless and until a "Statement of Use" pursuant to 15 USC 1051(d), or amendment to allege use pursuant to 15 USC 1051(c), has been filed but only to the extent that a grant of security interest in such application prior to such filing would render such Trademark application void or unenforceable.

Section 3. Security Agreement


The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Administrative Collateral Agent shall determine, in its discretion, which terms shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this U.S. TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COTT BEVERAGES INC.

By: 
Name: Catherine Brennan
Title: Senior VP Treasurer

ACCEPTED AND AGREED
as of the date first above written:

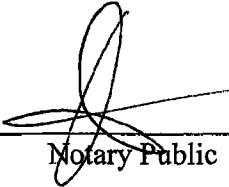
JPMORGAN CHASE BANK, N.A.,
as Administrative Collateral Agent

By: _____
Name:
Title:

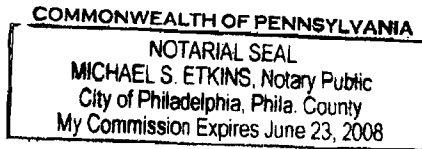
ACKNOWLEDGEMENT OF GRANTOR

STATE OF Pennsylvania)
) ss.
COUNTY OF Philadelphia)

On this 27th day of March, 2008 before me personally appeared Catherine Brennan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cott Beverages Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

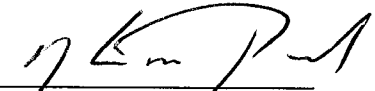


U.S. Trademark Security Agreement

TRADEMARK
REEL: 003755 FRAME: 0936

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Administrative Collateral Agent

By: 
Name: Kevin M. P...
Title: VP

SCHEDULE I

TO

U.S. TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Cott Beverages Inc.	AFTERSHOCK	11/6/07	3,329,898
Cott Beverages Inc.	ALASKAN FALLS	6/21/94	1,840,794
Cott Beverages Inc.	ALASKAN FALLS & Design	9/27/94	1,856,389
Cott Beverages Inc.	ALASKAN FALLS (stylized)	2/16/93	1,753,371
Cott Beverages Inc.	AMERICAN CLASSIC	6/8/93	1,776,022
Cott Beverages Inc.	AQUA MIST	2/15/05	2,926,470
Cott Beverages Inc.	BROWN BARREL	1/18/05	2,919,483
Cott Beverages Inc.	CITY CLUB	6/13/00	2,356,463
Cott Beverages Inc.	CLEAR CHOICE & Design	3/5/96	1,959,704
Cott Beverages Inc.	CLEAR CHOICE PREMIUM SELTZER	8/23/05	2,987,134
Cott Beverages Inc.	CONDITION	11/13/07	3,336,604
Cott Beverages Inc.	COTT	5/21/63	749,859
Cott Beverages Inc.	COTT	11/27/07	3,346,151
Cott Beverages Inc.	COTT (stylized)	5/26/59	679,364
Cott Beverages Inc.	COTT (stylized)	4/3/51	540,457
Cott Beverages Inc.	DAFFY DOZEN	5/31/05	2,957,804
Cott Beverages Inc.	DR. DUCK	12/14/04	2,911,442
Cott Beverages Inc.	DR. STRIPES	9/1/98	2,186,730
Cott Beverages Inc.	DR. VESS	4/6/99	2,237,271
Cott Beverages Inc.	FIRST SQUEEZE	11/12/02	2,650,145
Cott Beverages Inc.	FREEDOM FROM THIRST	3/2/99	2,229,432
Cott Beverages Inc.	FREEFALL	2/26/08	3,389,406
Cott Beverages Inc.	FRUIT MIST	2/13/96	1,956,754
Cott Beverages Inc.	FRUIT MIST	8/22/06	3,134,313
Cott Beverages Inc.	GRID IRON GRAPE	5/30/06	3,098,606
Cott Beverages Inc.	HOUSE OF COTT & Design	10/4/05	3,004,801
Cott Beverages Inc.	ITS' COTT TO BE GOOD!	10/4/88	1,507,436
Cott Beverages Inc.	LOTSA SUNSHINE	7/13/99	2,261,661
Cott Beverages Inc.	LOTSA'	10/12/99	2,285,500
Cott Beverages Inc.	LOTSA' COUNTRY GOLD	2/2/99	2,221,781
Cott Beverages Inc.	LOTSA' DR. POP	9/2/97	2,093,017

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Cott Beverages Inc.	MOUNTAIN FIZZ	5/20/03	2,717,975
Cott Beverages Inc.	MOUNTAIN SHOWER	12/3/02	2,656,791
Cott Beverages Inc.	MOUNTAIN STARS	10/13/98	2,196,482
Cott Beverages Inc.	MOUNTAIN TWIST	9/1/98	2,186,356
Cott Beverages Inc.	MOUNTAIN YELLER	9/5/00	2,384,195
Cott Beverages Inc.	MR. FIZZ	7/13/93	1,781,653
Cott Beverages Inc.	OOLONG JAHINI TEA	2/12/08	3,383,317
Cott Beverages Inc.	PLAY MAKER	5/30/06	3,098,607
Cott Beverages Inc.	RED RAIN	11/6/07	3,331,023
Cott Beverages Inc.	SO CLEAR	8/15/06	3,129,255
Cott Beverages Inc.	STARS & STRIPES	5/6/03	2,713,932
Cott Beverages Inc.	STARS & STRIPES	10/9/01	2,495,194
Cott Beverages Inc.	STARS UP	8/3/99	2,267,551
Cott Beverages Inc.	SUNNY ISLE	8/8/89	1,551,198
Cott Beverages Inc.	SUPER FRUIT	1/29/02	2,535,068
Cott Beverages Inc.	THIRSTY? JUST WHISTLE & Design	4/26/88	1,486,407
Cott Beverages Inc.	TOP POP	5/14/85	1,335,803
Cott Beverages Inc.	TOP POP	10/25/88	1,510,360
Cott Beverages Inc.	TOP POP (stylized)	7/10/84	1,285,484
Cott Beverages Inc.	TOP TEA	1/19/88	1,473,397
Cott Beverages Inc.	VESS (stylized)	3/11/52	555,776
Cott Beverages Inc.	VINTAGE	5/9/78	1,091,057
Cott Beverages Inc.	VINTAGE & Design	4/3/84	1,273,007
Cott Beverages Inc.	WHISTLE (stylized)	4/25/16	110,004
Cott Beverages Inc.	YADUMO BLACK TEA	2/12/08	3,383,319

B. TRADEMARK APPLICATIONS

<u>Name of Grantor</u>	<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Cott Beverages Inc.	A BETTER FIT FOR AN ACTIVE LIFE	5/2/07	77/171,286
Cott Beverages Inc.	ASIAN EMPORIUM TEA CO	7/21/06	78/934,655
Cott Beverages Inc.	BARE ALL	8/10/07	77/252,328
Cott Beverages Inc.	BARE ALL	6/27/07	77/216,615
Cott Beverages Inc.	BARE ALL (Design)	8/10/07	77/252,322
Cott Beverages Inc.	BARE ALL (Design)	6/27/07	77/216,621
Cott Beverages Inc.	BOMBSHELL	3/12/07	77/128,555
Cott Beverages Inc.	BRIGHT WAVE	9/9/07	77/275,017
Cott Beverages Inc.	CRYSTAL FRUIT	4/4/06	78/668,776
Cott Beverages Inc.	Design Only	12/21/07	77/358,400
Cott Beverages Inc.	DRINK TWICE DAILY	8/23/07	77/262,963
Cott Beverages Inc.	ECO-SMART	11/2/07	77/320,421
Cott Beverages Inc.	ECO-STAR	11/2/07	77/320,411
Cott Beverages Inc.	EMERGE	1/19/08	77/367,665

<u>Name of Grantor</u>	<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Cott Beverages Inc.	EMERGE	9/11/2007	77/276,186
Cott Beverages Inc.	EMERGE INTO A BETTER LIFE	10/3/2007	77/295,362
Cott Beverages Inc.	ENJOY LIFE'S POSSIBILI-TEAS	2/1/07	77/096,975
Cott Beverages Inc.	FLAVOR MIST	2/17/05	78/569,563
Cott Beverages Inc.	FOLLOW THE LITER	3/26/07	77/140,494
Cott Beverages Inc.	FORTIFIDO	12/21/07	77/358,415
Cott Beverages Inc.	FRUITMOTIONS	11/7/06	77/038,731
Cott Beverages Inc.	GL-7	8/10/06	78/949,711
Cott Beverages Inc.	GL-CORE	9/26/06	77/007,907
Cott Beverages Inc.	GL-FIT	9/26/07	77/007,921
Cott Beverages Inc.	GLFIT (Stylized)	12/6/06	77/057,966
Cott Beverages Inc.	GO LONGER WITH GL-7	2/1/07	77/096,987
Cott Beverages Inc.	GREAT ORIENT	7/17/06	78/930,823
Cott Beverages Inc.	GRIM REAPER	1/19/07	77/086,590
Cott Beverages Inc.	INDIAN EMPORIUM TEA CO.	7/21/06	78/934,682
Cott Beverages Inc.	INKED	1/3/07	77/075,042
Cott Beverages Inc.	JASMINE SUMANA TEA	7/21/06	78/934,619
Cott Beverages Inc.	MISTAYA	10/19/07	77/308,874
Cott Beverages Inc.	NATURAL REFRESHMENT IS SO CLEAR	9/16/05	78/714,773
Cott Beverages Inc.	ORIENT EMPORIUM TEA CO.	7/17/06	78/930,813
Cott Beverages Inc.	OZMOZ	10/3/07	77/295,170
Cott Beverages Inc.	RATIO WATER	7/31/07	77/243,331
Cott Beverages Inc.	ROOIBOS TEREMA TEA	7/21/06	78/934,720
Cott Beverages Inc.	SIGNATURE CAFÉ	9/16/05	78/714,781
Cott Beverages Inc.	SORA	4/20/07	77/161,804
Cott Beverages Inc.	SPARKLING HEALTH	7/17/07	77/231,147
Cott Beverages Inc.	STALK THE NIGHT	2/1/07	77/096,981
Cott Beverages Inc.	SUPER FRUITS	6/8/07	77/201,071
Cott Beverages Inc.	SURYA	4/20/07	77/161,800
Cott Beverages Inc.	THE TASTE OF LONGEVITY	6/8/07	77/201,068
Cott Beverages Inc.	V-HEALTH	7/18/07	77/232,323
Cott Beverages Inc.	WHAT'S YOUR STORY?	7/17/07	77/231,160